Proc. Hampsh. Field Club Archaeol. Soc. **46**, 1990, 145–156

LESSOR v. LESSEE: NETHER WALLOP RECTORY 1700–1870

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ABSTRACT

This paper examines relations of vicars-choral of York Minster, rectors of Nether Wallop, with their tenants. The latter are shown to have repeatedly misled the vicars about the value of the property and thus prevented them from receiving a fair return for it.

INTRODUCTION

A quarter of English parishes were appropriated during the middle ages by cathedrals, monasteries and other ecclesiastical institutions, which thus became rectors, took most of the income, and appointed deputies or vicars to conduct the services on what little income remained. At the Reformation some appropriations passed to lay rectors; others remained in ecclesiastical hands, but even these were leased by laymen.

Nether Wallop rectory was appropriated to the college of vicars-choral that conducted the services in York Minster. As usual there was a house, commonly called Wallop House from the 18th-century, a glebe of over 70 acres, and great tithes of corn. As Nether Wallop was a large and increasingly arable parish, income steadily increased from £264 in 1651, £350 in 1711, and £1,000 in 1812; in 1840 the great tithes alone were worth £1,217 (LPL COMM XIIa/17/144; see below; HRO TA Nether Wallop).

Inevitably the vicars-choral leased the rectory. The lessees belonged to the Miller family from 1607 to 1725, when Elizabeth Miller devised the lease to her kinsman Edward Carteret, Postmaster General (Hicks, 1984; PROB 11/606 256 1725), who sold it by 1727 to Thomas Gatehouse (d. 1749). His son Sir Thomas Gatehouse, sheriff of Hampshire in 1762, had to sell up and it was bought in 1780 by his son-in-law Walter Blunt (d. 1801), whence it passed to his son James (d. 1832) and his grandson Revd Walter Blunt (d. 1868), who bought the house and 16½ acres from the vicars-choral in 1837. In 1870 his trustees surrendered the tithes to the Ecclesiastical Commissioners, receiving the remaining 64 acres and £15,500 in compensation (CC file 40179; CC copy deeds vol. 106 no. 9653).

These were not merely tenants, but substantial landed gentry. The Millers had lands in neighbouring parishes (PRO SP 23/105); the Gatehouses property in Stockbridge, Kingsclere, Essex and Suffolk even before 1761, when Headley Park was acquired (PRO PROB 11/775 373 1749); and the Blunts also had estates elsewhere. In Nether Wallop itself, Sir Thomas Gatehouse held 954 acres and the Blunts in 1840 had 1,896 (HRO 23M50/100; TA Nether Wallop).

The tenants made the chancel of Nether Wallop church, which they rebuilt in 1845, into a family mausoleum containing memorials for all the lessees, except Sir Thomas and Lady Gatehouse, and their relatives. Wallop House, which they rebuilt in 1838, was embellished with their arms and motto. It was their country seat and its reconstruction demonstrates their confidence that their lease of the surrounding land was as good as freehold.

Church leases were for 21 years or (like Nether Wallop) for three lives, but never ran out, being renewed every seven years or whenever a life 'dropped'. The small reserved rent was supplemented by massive entry fines whenever the lease was renewed. The fine was set by multiplying the clear value, that is the gross income less agreed expenses, by an appropriate number of years, due account being taken of interest due on the fine paid in advance and of the life-expectancy of the lives. Whilst the rate rose from one year's income in 1700, it was always less than on lay estates and to the advantage of the tenant, who, with fourteen years or two lives till expiry, always had time on his side. Unfortunate church landlords, with only the reserved rent and no hereditary title, could not afford to wait if they personally were to benefit rather than their successors. Churchmen could not easily secure even that fraction of their revenues that the system supposedly allowed them (Clay, 1980).

All these comments apply to Nether Wallop, which from 1620 was leased for lives. The subchanter and vicars-choral were exceptional only in their penury. The rectory was almost the only significant property left to them at the Reformation and their revenues sufficed no longer for 50 vicars but only seven (1606) or more commonly three or five. Their means were so straitened that they commonly *promoted* one of themselves to Nether Wallop vicarage. Their income was divided equally, normally only the £30 reserved rent emanating from the rectory, occasionally hundreds or thousands of pounds. They really needed the fines, could not afford to postpone payment, and were thus peculiarly susceptible to blackmail, as their tenants appreciated full well. This was not a harsh landlord imposing on a helpless tenant, but instead impoverished clergymen were browbeaten by plutocratic tenants.

If the relationship is typical, the evidence is not, for the surviving correspondence throws a flood of light not just on this relationship, but on others as well. This paper treats eight renewals as far as possible through the mouths of the participants. Other themes have been deliberately excluded.

ELIZABETH MILLER, LESSEE 1701–25

In 1697 at the death of Lady Esther Powlett, widow of John Miller (d. 1647), the lives were herself and her unmarried daughters Hester and Elizabeth Miller. Not for three years did her daughters apply to renew the lease, offering £200 as fine. 'I have called my Brethren together', wrote the subchanter on 14 June 1701, '& imparted ye matter to 'em; who, as well as myself, are very willing to oblige you, tho' we are sensible ye fine is not commensurate to ye yearly value of ye Parsonage'. £200 was agreed, plus 10 guineas for the vicar, and the life of their cousin Robert Gosling was inserted in the lease (HRO 26M72/Z11; YML VC 4/1/102266 p 27).

The next renewal was more difficult. Hester Miller died in 1706, her elder sister again delayed renewing, perhaps indeed because distraught: 'as they had with the greatest affection Constantly inhabited together in life', states their tombstone, so 'their bodyes both might again in one Grave in expectation of Blessed Resurrection to Life Eternal'. Elizabeth should have renewed within six months and her failure to do so had denied the vicars their legitimate expectations. They told her cousin Carteret so at York in the summer of 1710, insisting on a fine of £250 this time. Replying on 1 May 1711, Carteret thought they should rather show her 'tender compassion in her affliction . . . albeit she lapsed that time'. She offered no more than last time (£200). I 'hope you will not refuse so fair an offer . . . but leave it to your conscience' (YML VC4/3/3/NW6). Instead they decided 'not to recede in ye least from our former demands' for £250 plus 15 guineas. They were satisfied

> 'that our demand is not only Just but very moderate & that we are far from the Exactness generally used in these Cases. And if Mrs Miller likes these proposals, well and good, we shall at present comply with her. If not, I will not Answer for ye future that she shall have it at so easy a rate, for we shall find Room & Justice enough to advance in our demands, which I do assure you some of our Society were for doing now'.

Only respect for her made them ask so little in 1701 and 'we have now acquitted our Selves of ye obligation of civility & respect due to her in giving her this Intimation of our designs & leaving it to her Choice as she please' (YML

VC4/3/3/NW7). Later, it seems, they gave her till Christmas to renew or else 'they would never hearken to any future proposals either from Her or Hers'.

Of course, they could not really afford to implement their threat, but they were reassured by a letter of 12 November from their erstwhile colleague, now incumbent, Leonard Twells. 'Mrs Miller gives Her service to You all', he reported,

> 'but is still very angry with you. It is no secret here that ye Impropriation is worth to Her, though she lets it, a good 300 and fifty pounds a year. She gives out before me, that she does not design to renew, but whether this be a feint or no, I cannot tell, but am apt to believe it is. She is 70 Years of Age, and ye Life she last put in, though a young one, may for aught I know drop before Hers. The man is, as I hear subject to frequent and extravagant bleeding, which may in all probability shorten his days. She is obstinate enough in Her Resolutions, but I fancy has ye interest of Her Family more at heart than to leave them to ye Lease upon a single life'.

As she thought the vicars unwilling for the lease to lapse, he urged the vicars to disabuse her and reiterate their tough stance. Presumably they did, for the lease was renewed on these terms, although not until 26 September 1712 (YML VC4/3/3/NW5; VC4/1/102266, 105).

To herself and Gosling, both poor risks, Elizabeth added the young Richard Asneave, but his health caused such concern that she sought to exchange his life. In 1713 she bid £50; the college demanded £100, and next year she bid £80:

'I know you expect I should upon this Occasion inform you whether ye Young Man whose life Mrs Miller desires to exchange be in danger of death & what it is that now makes her advance 30 *pounds more than she was* willing to give last year', wrote Twells on 17 December.

> 'Upon enquiry I find ye State of his health to be much ye same as it was then, if any thing altered for ye better. His Mother died last September, whose ill behaviour to him was supposed very much to have contributed to ye frequent return if not ye beginning of his fits. His Father told me since that he really thought him better and healthier ever since. The same is afforded by every one else that I converse with him about ye Parish. But however his fits do still continue, and Mrs Miller is frequently made uneasy with hearing of it: and for that reason is willing to give ye sum abovementioned to rid her of ye pain She is in about him. I see ye Young Man sometimes my self and cannot see any cause to alter my Opinion I gave about him when with you in York. His reason and his memory are doubtless impaired by his fits, in time for ought that I know they render him a perfect Idiot: but I dont believe his life to be in any danger from ye fits themselves. Barring Evil accidents of his falling into ye Dirt or Water by himself and being choked or drowned for want of help, he may probably live a great many years. In ye three years time that I have known him he does not appear to have lost any of his flesh or Appetite by them: he has the entire use of his Limbs, stirs about, works as usual when no fits are upon him. And I can assure you his Father is so careful as to have no room for ye Evil Accidents abovementioned. For he will not suffer him to go to Church or any other place unless in company of himself or one of his Men. The old Man is vastly rich, worth at least five thousand pounds, has no other children and can very well afford to have him constantly attended upon'.

This time, Twells felt, the vicars should take the £80 (YML VC4/3/3/NW4), but they held out for more and no renewal occurred. 'Mrs Betty Perkins says R Neave was with her in the beginning of this week to renew his Amour, so I hope he is in pretty good health', Twells wrote to Elizabeth on 5 May 1716. 'I hear no more of R Neave', he added in a postscript, 'and hope ye frequent return of his Fits was only ye effect of some very hot weather we had about that time' (HRO 26M72/Z11). So the vicars had to wait until 1725, when both Elizabeth and Asneave were dead, but then Carteret paid £2,100 (£420 to each vicar!) to insert two new lives. Gosling's death brought a further £721 from Thomas Gatehouse in 1727, when he inserted himself for £550 and exchanged his son for another for £171 (YML VC4/1/102266, 208, 232).

SIR THOMAS GATEHOUSE, 1749–1777

There are no letters for 1725, 1727, or 1747, when the elder Gatehouse paid only £500 to insert the life of his daughter-in-law, Anna-Maria. Her father William Huggins, the translator, was a friend of Richard Warnford, the subchanter. On 11 December 1747 Warnford heartily wished 'you all three Lives much Health & Long enjoyment of ye Estate. I am under such obligations of Friendship to ye young Ladyes Father whose name we now enter into our Books, that I felt a very sensible pleasure in Recording it. May Good wishes attend Her new & old Relations' (YML VC4/1/102266, 463; HRO 26M72/Z11). Perhaps therefore he had indeed secured Gatehouse an exceptionally good bargain, as he later alleged. Their friendship was sorely strained in 1755.

When the elder Gatehouse died in 1749, his son sought a lower fine on grounds that did not impress his landlords and can now only be deduced from Warnford's reply of 7 July 1750: 'And we can't help thinking', he wrote,

> 'But that they are at this juncture very ill-tim'd: inasmuch as ye Value of these kind of Estates is in every particular on ye Mending Hand: Corn sells rather Better than it has Done of Late years; the Mortality amongst ye Cattle is a circumstance much in Favour of ye Rents that arise from Corn. The Land Tax is already Reduced & is like to be still less another year. The interest of Money is lowered so that ye same sum is not of the same value tho' it bear ye same Name, that it was a few months since. And, what is ye most Rule to go by in these matters, the Market price is much advanced, so that Church leases do now actually sell from 16–18 years Purchase. What other churches Take is no absolute Rule to determine our conduct on these occasions, tho' we are inform'd by South Country people Here, that ye Neighbouring Cathedrals you Refer to, Demand two years for a single Life, and seven for two, which if they do is no injustice according to ye strict calculation of these matters to be met with in print. As to the late Mr Gatehouse's ignorance of ye Real Value of His possessions, we cannot suppose it. But are induced Rather to think that your Less experience renders you more likely to a mistake than Him'.

And he demanded £500, the same favourable fine as 1747 (HRO 26M72/Z11), whereas Gatehouse had evidently offered less than £400. This time, however, the lives were young and healthy and the lessee could afford to wait.

Five years on, in January 1755, his father-in-law intervened. Turning abruptly from literature, Huggins told Warnford that:

> 'I have frequently attended to his right and undeniable reasons on this Subject, I have oft read your judicious and well contrived Arguments e contra . . . and as I wou'd Scorn judically to Suffer my Veracity to be warp'd by Favour or affection – So stand I now no less upon Punctillio – when I averr your Body are too hard – he seems to proffer the full Value, all Consideration being weighed . . . Is there any way of my becoming a Negotiator?'

Since Gatehouse had actually penned the letter (Powell, 1936, 183–4), it is hardly surprising that Warnford refused. There was little left to say:

> 'Mr Gatehouse ye Elder against his interest acknowledges by ye Strongest testimony of 3 times paying his money, that ye Rectory was worth what we now set it at & Mr Gatehouse ye younger for his own interest now says it is not worth it. This is the true state of your Case; & till it be more satisfactorily proved,

we must stand just where we do. The Market is rising, 16 years purchase ye ordinary price of 3 lives; Lay Lords take 3 for one Life . . . For my own part I have given it over as a lost thing'.

Huggins responded on 2 November 1755, 'For my Son Gatehouse seems to have a claim upon me (which as matters are situated I am rather sorry for)'. The father paid only twice, not thrice, and by confusing his freehold and leasehold estates had paid more than he should. The estate was worth barely £400, as appeared both by the books and oath of the younger Thomas:

> 'after which it might seem a Work of Supererogation to produce a more Cogent Argument – And yet there is one which, solely, is irrefragible – namely his having Actually and frequently offer'd it to Let at that Annual Rent – himself paying the 2d Rent – Land Tax – and all other Outgoings except the poor's Rate which amounts to upwards of £20 per annum, and now lays upon himself'.

Outgoings were now £90 a year, besides the heavy 'load of reparation of the Great Chancel'. But Huggins had persuaded Gatehouse to offer £400 – still £100 less than in 1747!

Warnford's letter of 12 November removed any confusion about previous renewals (the third was Carteret's), showed them to be at a higher rate, and stressed that the favours of 1747 could not be repeated: 'For my Brethren were otherwise minded then & are now stiffly Resolved to Proceed no Further'. Taking Gatehouse's own figure of £400, allowing £60 outgoings, and multiplying this 1½ times, he arrived at a fine of £510, of which he 'generously abated' £10. 'Believe me Sr', he concluded, ''tis with difficulty I obtain these Terms for You & if they appear unreasonable, would begg your Favour to Hear no more of the matters'. This letter did the trick. 'The Thing is Agreed', wrote Warnford on 29 November, the day he died.

> 'To conclude, tho' we can by no means think with you, that Mr Warnford and the body in insisting upon 500£ have screwed you at all above the Pitch, yet, with our Compliments presented, we beg leave to assure you of our good wishes for your Welfare & Prosperity'.

So wrote Warnford's successor, epitomising the civility of the vicars, who stopped short of openly impugning Gatehouse's honesty, as *his* final notes justify us in doing.

> 'Mr Gatehouse dyed the 25th. of August 1749 and the Agreement on an Life was not made till 29th. Novr. 1755 – being 6 yrs. and upwards – however There was no Interest demanded for the Intermediate times – which made me willing to come to their Price – as ye interest, which amounted to £120 in ye 6 years brought to my way of reckoning' (HRO 26M72/Z11).

The new life, his son William, was not yet born in 1749 and lived until 1811, and there were no more renewals until 1781.

A mountain of debt forced Sir Thomas Gatehouse to sell the rectory, but no buyer could be found (HRO 16M52/13; *Hampshire Chronicle* 22 Apr, 2 & 23 Sept 1776, 10 Mar 1777). Perhaps instead his son-in-law Walter Blunt, brother of a rich baronet, would buy it? So on 3 April 1777, three days after the abortive auction, Gatehouse asked casually, '(as I am upon adjusting all my affairs)', if Blunt 'should have my Wallop Impropriation, and be inclined to change any One, two, or all the lives for his own family, how much would be required separately for such exchange? The present Lives, thank God, are all in good health'.

In response the subchanter requested details about the lives, a full survey of the estate and of the parish from which tithes were drawn. 'In short', he wrote, 'we cannot form any Judgement or fix a Fine for exchanging one or all the Lives in the Lease before we know the State & Value of the Rectory & even of the Parish'.

Sir Thomas' lengthy reply opens ingenuously:

> 'My Father and I, for these forty years, farm'd the Parsonage ourselves, with a view, as you may naturally imagine, of making the

most of it, as we thought any little advantage by the ebbing and flowing of the times might be some recompence for such an undertaking, but the great distance of the Parish lands every way, & the expensive carriage of the Tithes & Tything in the Harvest run away with the greatest part of our Profit'. . .

He lamented at length the unenclosed fields, cropping patterns, the excessive poor rate, the expensive old chancel, and the tithe-free estates, but avoided giving precise information, which he declared not to have got: he minded his own business and only parliament could impose such surveys, which if it did would destroy rectorial rights and force fines to be reduced. Some at least of these arguments *could* be accepted, but for the survival both of detailed sales particulars (which incidentally show the tithes were sublet and not in hand) and a full valuation not a week old. 'I have again consider'ds the value of the Parsonage and cant by any means think it worth a farthing less than £10,000', wrote the valuer. Taking the rents of £626 and deducting more than the vicars would allow, he arrived at a net income of £316, which represented a fine of £525 and a sale price of £11,060 at 35 years purchase (HRO 26M72/Z11). Gatehouse could readily have answered most of the subchanter's questions, but sought to muddy the waters and secure a fine lower than even his valuation allowed. But the ploy failed.

WALTER BLUNT ESQUIRE, LESSEE 1780–1801

Not until 1780 did Blunt reluctantly buy the lease and only on 27 May did he ask about changing the lives to his own family. The vicars repeated their request for information, stopping short only of a parish survey, and on 22 July Blunt sent as rental the sales particulars. The rent of £627 should not be taken too seriously, he urged, for grain prices had fallen, tenants' rents had to be abated, and tithe of grass-seeds had recently been lost to the vicar. Against actual takings of only £480, he sought allowance for rent, land-tax, poor-rate, insurance, and repairs of dilapidated buildings and chancel. Net income was only £330. He cited precisely the precedents of 1747 and 1756, which he now saw as favourable, for the fine. He would change the lives of Sir Thomas and Lady Gatehouse for two children, a boy of 15 and another child of 5 or 2½. 'Not determined which, both delicate & rather puny'. The subchanter's letter of 3 September objected to the adjustment of rent downwards from £627 to £480, to the omission of some properties in the particulars, and to outgoings double those of 1755. Exchanges, he said, differ little from renewals because of the inequality in ages of those exchanged. They would want £1,000 to exchange two lives.

Blunt was indignant. Why demand more information if you are relying on particulars designed to mislead the creditors? Nobody else would pay what he had, 'which could not be so if the Annual Income was near that printed'. The deductions were justified with detailed reference to the estate. Greater outgoings prove only that the rectory was worth less than in the past due to higher land tax, poor rates, and loss of tithe of grass-seeds. As for the fine, he again cited precedent, arguing that the falling interest rates demanded a reduction from 1727 levels, not an increase. He offered to substitute himself or his wife for his children, whilst protesting that this was the first time he had 'heard age made any difference in fine renewals or exchange, when there was one young life in the Lease, for the calculation is that one half of the children die before they arrive at 5 years of age'. His mastery of his brief impresses more than Gatehouse's wordy obfuscation. Finally, moving to the offensive, he warned that without considerable abatement he would be highly imprudent to change at all, to the loss of both parties, and he would 'wait till it shall please God to make some alteration in the present sett on either side of the question' – a quotation from Warnford's letter to Huggins, which was probably wasted on the vicars.

Replying on 7 January 1781, the subchanter drew back from charging Blunt with misrepresentation, suggesting instead unfamiliarity with the accustomed deductions. Now accepting Blunt's rental of £480, he disallowed land tax, repairs, and insurance, producing a net income of £423 10s. 10d. The vicars now charged three years revenue for one life, double the level in 1727 and 1747. To renew two lives thus cost six times or £2,475 5s.; to exchange cost half or £1,237 12s. 6d. 'So the sum asked for Change of two Lives was not enormous as £237 12s. 6d less than what the Fine comes to'.

On 17 January Blunt rightly stressed the novelty of the three year fine – apparently it had been *only* 2¼ years in 1777 – and ran through what were again seen as favourable precedents. More deductions were added and he argued forcefully that, given reduced interest rates, the £300 he was offering was more than the £500 of 1756. If they were not satisfied with his terms for one life, he demanded, what were their terms for one? The vicars disputed his interpretation of precedent and stuck to their position. Blunt reiterated the precedents on which he had based his purchase, and offered, as settlement, to pay £250 for one life, £450 for two, and £550 for all three. As he would not pay the full amount and need not pay anything yet, obviously ignorant how close to death Sir Thomas Gatehouse was, and anxious for *some* money, the college settled for exchanging one life for £300: much less, their agent pointed out, than the archbishop of York or Minster chapter would have charged.

Blunt was understandably angry that the vicars showed no understanding of the financial strain of buying an unwanted estate. But his use of Gatehouse's archive shows him to have known that misleading information underlay the 1756 fine, he was well aware of increasing rates, and it is hard to accept that income was so low as he suggested (HRO 26M72/Z11).

The co-residence at Nether Wallop both of Blunt and the new vicar Dudley Rockett junior, the subchanter's son, had improved relations by Lady Gatehouse's death in 1793. Anxious to avoid 'the tedious correspondence' of 1781, the vicars downgraded their demands and it was the lessee who surrendered after a brief struggle. On 11 January 1794 they accepted Blunt's assessment of income ('but alas! how the rents have fallen!'), set the clear value at £445, and asked *only* for 1¾ years in fine, total £780 18s. 8d, 'the very lowest they can think of taking'. Blunt again cited precedent, now including the £300 of 1781 and outgoings accepted then, objected to the *increase* in rate (from 1½ to 1¾ year's income), and asked for allowance for repairs. To the vicars, however, the terms of 1781 were new and a bad precedent not to be repeated. The rate conformed not only to the practice of York and Durham, but also Winchester. As for repairs, if Blunt had been so unlucky, he should have a special clause in the lease. Since 1756, assuming a net income of only £300 a year, the lessees had taken £10,900 and the vicars only £800. 'As Men of Business', therefore, they stood firm and Blunt gave way, conceding the 1¾ year rate but moaning about the allowances. As he said, he could not afford to abandon his investment.

THE LAST IMPROPRIATORS

The succession of Walter by James in 1801 required no renewal, but in 1809 the latter suggested an exchange for Lt. William Gatehouse, now 56, as an alternative to life insurance. The vicars, however, were aggrieved about exchanges – they felt they had lost by Sir Thomas Gatehouse's death so soon after the 1781 exchange – and declined to treat, saying only that two years' clear value would be required for the next fine. When James reported Gatehouse's death on 4 November 1811, he referred the vicars to the valuations of 1781 and 1793, but they demanded a more particular account. This he declined, both as nearly impossible, the estate being so subdivided and corn prices so uncertain, and because previous renewals had engendered unpleasant correspondence. He recommended an independent valuation be made. As usual, he lamented the high taxes, poor rates, cost of repairs, and the loss of tithe of grass-seeds. Yet on their letter he casually jotted rents of £1,080 and consulted Dean Garnet of Exeter on his reply. 'The Letter will do very well', wrote the dean, for the 'Vicars Choral will not employ a Surveyor if they can help it'. Understandably surprised, for they had asked for nothing out of the way, the vicars asked him 'only to value their Estate as he does his own'. This he did on 22 December, which set the rental at only £650 (£577 net), magnanimously conceding the rate of two-years income, and offering £1,150 10s. 8d. So unsatisfactory was this that the vicars called his bluff: a professional valuer would be sent in the spring. Dean Garnet recommended agreement. Offer the utmost value, but also warn that a doubled fine would preclude any treaty. Fix the survey for mid March or early April, when the country looks at its worst, be away from home, and refer the valuer for information to the tenants, 'who would not help him much perhaps' – because a bigger fine meant higher rents for them! So James did.

The valuer, Mr Tuke, set the rental at £1,200, allowances at £200, and the fine at over £2,400, which the vicars abated to £2,000. James lamented Tuke's lack of local knowledge, backing his 12 years' experience against Tuke's two days. He had missed several items and the fine was beyond his capacity to pay. Insurance on Gatehouse's life had brought £2,000, but some was needed for another fine. £1,500 was all he could pay. A simultaneous proposal to change the life of a brother in India foundered on his refusal to *guarantee* the latter was alive. Using James' figures, Tuke confirmed the fine, and eventually £2,000 was paid, though £500 was deferred for six months.

On the basis of James's own papers, the arrangement was just, and he had no grounds for his protests, but the vicars-choral had, as the subchanter remarked on 13 June 1812:

> 'certainly we should have been glad to have had such an account from our lessee as would have been satisfactory; to have pocketed our fine, as you say we might have done, last year and not to have been put to the trouble and expense of employing a valuer; but it seems impossible to us to have acted otherwise than we have done, with propriety . . . I have charged it upon Mr Tuke's conscience, as well as upon my own, not to you what we should have thought hard, or unjust if done to us. I selected him from others that offered themselves, merely on account of opinion I had of his skill and integrity & I wished him to be impartial. After doing this I must abide by his judgement, or else be self-condemned & reproached by all who are men of business' (HRO 26M72/Z11).

James Blunt died aged 67 on 28 August 1832 and it was James Greatred Harris, his trustee, who negotiated the consequent renewal. On 23 October Harris reported full particulars, as for a sale, not to be available and declared himself unwilling to prepare them. Tithes were compounded for only £1,026 and total income was set at £1,136 11s.6d. After allowing expenses of £244 12s.6d, including £100 for repairs, net income was £891 19s. Since Tuke's survey of 1812 the only material changes were the fall in the price of corn and the threat that tithes might be commuted. The vicars accepted his statement of income, but disallowed repairs and audit expenses, arriving thus at a clear income of £1,015 4s. 'On referring to the table they find Fine for renewing a lease where the two remaining lives are 30 & 50 (2 years in your favour on the oldest life) would be 2 years & 5 months Rental'. However the material changes in the property, so they said, prompted them to drop the 5 months or £420 of fine and to ask for only £2,000, the same as last time. They ended by informing Harris that the glebe excluding the gardens and paddock measured 72 acres 1 rod 10 perches and that the tithable land was 5,269 acres. Taken from Tuke's survey, this surely was a warning that, if he cavilled, a valuer would set the fine higher: Harris had allowed merely £50 'if let' for the glebe and the tithes were to be commuted in 1840 for £1,217(HRO 26M72/Z11;TA Nether Wallop). Harris agreed at once.

It was the Revd Walter Blunt who emerged as lessee in 1834. In 1837 the vicars-choral sold him the house and grounds in redemption of land-tax (CC file 40179). In 1853 he offered also to buy the freehold of land and tithes, tempting the vicars with the prospect of regular dividends on £10,000 capital, but was rebuffed by the Ecclesiastical Commissioners, who directed the vicars to tell Blunt 'that they do not see any benefit likely to accrue to their body by the enfranchisement & they cannot entertain the question on the basis of the purchase money being paid by instalments' (YML VC2/2/1).

Not until 1860 did a life drop – that same E W Blunt, then of India, now of Kempshott Park, that James Blunt had offered to exchange in 1812! This time there should have been little debate, the rent-charge for commuted tithes being publicly known. On 14 March 1860 the vicars accepted a statement of net income of £1,016, allowed for two lives of 40 and 58 and a new one not less than 15, and set the fine at £3,760. Yet debate there must have been, albeit brief, for what was actually paid on 16 May was £3,079 for what proved to be the last renewal. In 1865 the vicars accepted £1,400 a year from the Ecclesiastical Commissioners for their lands (YML VC2/1/2; 2/2/17; CC file 27911) and in 1870 the latter bought out the lessees.

CONCLUSION

If this case study adds little to Professor Clay's general conclusions, it illustrates both his work and Hampshire practice most vividly. The eleven renewals over 160 years conform to his evidence, not least in proving that three lives *were* longer than 21 years, and show how great was the advantage of tenants, who based their aristocratic lifestyles on the profits of the lease.

Their advantage arose from the bargaining time given by lives unexpired to oppose the immediate needs of the lessors, though the latter, to their credit, held out surprisingly long and attended to the interests of their successors. At an intellectual level the argument was not unequal, for the vicars were intelligent and well-educated. If ignorant of husbandry and the locality, they drew freely on the practice of the Church of York. In 1750–5 they debated trends in corn-prices, interest rates, the capital value of leasehold estates, and a published table of fines, no doubt the one stuck in their account book. They raised their fine with – or even ahead of – the general trend, securing 1½ years clear income in 1727 and 1747, seeking three years in 1781, and two years in 1793 and 1812. In 1781 they attempted and from 1812 succeeded in taking account of the life-expectancies of the lives at issue. Even so, they could not secure their entitlements.

Making the most conservative estimate of income, that the rectory was worth £300 a year clear up to 1800 and £1,000 thereafter, it yielded £95,000 in 1700–1865. Of this, the vicars took only £4,800 in reserved rent and £12,441 in fines, total £17,221 or less than a sixth. Actually, of course, the lessees took much more than £77,779, for income was consistently higher than they declared. Moreover, the fines fell unevenly: few in the 17th century; five for six lives, total fines £3,321, in 1701– 27; and only five, total £7,157, in the 84 years 1781–1865, when the Blunts took at least £63,543. No wonder the Blunts were rich. It was a lottery. If the vicars benefited substantially in 1725 from Elizabeth Miller's obstinacy, their own resolution gained them little in 1750–6 and 1777–81. If they were unwise to exchange a life in 1781, they suffered for refusing an exchange in 1812.

The vicars *never* secured their legitimate entitlements, still less a free-market price. Only in 1812 was there a full valuation, though 1832 and 1860 may have fallen not far short, but full fines were not paid as the vicars conceded underestimates of the age of lives (1832), accepted instalments (1812), paid for a survey themselves (1812), and always abated odd pounds or hundreds of pounds. In 1701, 1712, 1756, and 1781 they took less than the full number of years, and even in 1793, when they seemed to have won, the fine was based on an unduly pessimistic statement of accounts! Of course, it was the lessees' advantage to maximise outgoings and minimise income – hence the exaggerated importance attached to grass-seeds – and with retrospect it is obvious that the estate had increased in value at each renewal. The letters are a much poorer guide to the value of the estate than the records that the lessees kept in such excellent order.

The real problem was not the morality of the tenants, but their refusal to reciprocate the obligation that the vicars felt towards them. The vicars gave every consideration to their tenants' interests at considerable cost to themselves, and refused to impugn their honesty and honour as gentlemen. The lessees sought to exploit this by asking repeatedly for the vicarage, albeit unsuccessfully. Sir Thomas Gatehouse and James Blunt are convicted by their own records of deliberate dishonesty and the elder Walter and Harris certainly tried to conceal the truth. Yet they were not penalised. Even James in 1812 had his fine abated and paid by instalments. Moreover such dishonesty was evidently socially acceptable, even to Dean Garnet. Not only should churchmen be content with less than laymen and be subject to different standards, but they could legitimately be bilked even of this. Perhaps the pained expressions of the lessees' letters were not mere pose. Perhaps they were *genuinely* indignant that at renewal time leasehold was not as good as freehold!

Table 1: Valuations and Fines

	Lessees	Rate Years	Renewal £	Exchange £	Total £
1701	E Miller	1	210 10s		210 10s
1712	E Miller	1	250		250
1725	E Carteret	1½	2100*		2100
1727	T Gatehouse sr	1½	550	171	721
1747	T Gatehouse sr	1½	500		500
1756	T Gatehouse jr	1½	500		500
1781	W Blunt	(3)		300	300
1794	W Blunt	1¾	781		781
1812	J Blunt	2	2000		2000
1832	Blunt trustees	+	2000		2000
1860	W Blunt	+	3079		3079

*For two lives
+ Calculated on basis of actuarial tables

Table II: Lessees and Lives

	Lessees	Lives		
		1	2	3
1701	E Miller	E Miller	H Miller	R Gosling
1712	E Miller	E Miller	R Asneave	R Gosling
1725	E Carteret	H Heathcote	G Hindmass	R Gosling
1727	T Gatehouse sr	T Gatehouse jr	G Hindmass	T Gatehouse jr
1747	T Gatehouse sr	T Gatehouse sr	A-M Gatehouse	T Gatehouse jr
1756	T Gatehouse jr	W Gatehouse	A-M Gatehouse	T Gatehouse jr
1781	W Blunt	W Gatehouse	A-M Gatehouse	J Blunt
1794	W Blunt	W Gatehouse	E W Blunt	J Blunt
1812	J Blunt	W Blunt	E W Blunt	J Blunt
1833	Blunt trustees	W Blunt	E W Blunt	S Blunt
1860	W Blunt	W Blunt	J Tounsend	S Blunt

ACKNOWLEDGEMENTS

King Alfred's College, Winchester allowed me two terms study leave in 1984 and 1989 and the University of York appointed me Inaugural Borthwick Visiting Research Fellow in 1984. I am grateful to the staff of all the archives consulted.

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BI Borthwick Institute of Historical Research, York
BL British Library
CC Church Commissioners Record Office, Bermondsey
HRO Hampshire Record Office
LPL Lambeth Palace Library
PRO Public Record Office
WCM Winchester Cathedral Muniments
YML York Minster Library

Manuscripts in Hampshire Record Office

16M52 Records of the Blunt family's Hampshire estates.
23M50 Records of the Blunt family's Hampshire estates.
26M72/Z11–12 Nether Wallop Parish Records: Revd F W H Davy's transcripts of MSS of Miss Janet Blunt then at North Adderbury Manor, Oxfordshire.
Enclosure Award 120, 1796.
Nether Wallop Tithe Award and Map, 1840.

Manuscripts in York Minster Library

VC 2/1/1–2 Vicars-Choral, minute books.
VC 3/4/NW Vicars-Choral, Nether Wallop deeds.
VC 4/1 Vicars-Choral, account books.
VC 4/3/3 Vicars-Choral, correspondence.

Manuscripts in Other Repositories

BI VC/NW Church Commissioner's MSS, Nether Wallop counterpart leases.
CC files 40518, 40179; deeds vol 106 Ecclesiastical Commissioners' sales parts & deeds.
LPL COMM XIIa/17/143b–6 Survey of Church Livings, Nether Wallop Rectory 1651.
PRO E 179/176/565 Hampshire Hearth Tax, 1665.
PRO PROB 11 Prerogative Court of Canterbury Registered Copy Wills.
PRO SP 23 Committee for Compounding Papers.
WCM Church Commissioners deeds 101619–24, 126261, 138642–7.

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